



REQUEST FOR PROPOSALS

Workstation Furniture for Cincinnati Police Department, Emergency Communications Section

DUE DATE: August 29th, 2016 at 3:00 PM ET

RFP NUMBER: RFP476CPDFURNITURE

ACCEPTANCE PLACE: Patrick A. Duhaney, Chief Procurement Officer
City of Cincinnati, Division of Purchasing
805 Central Avenue, Suite 234
Cincinnati, OH 45202

Requests for information/clarification related to this Proposal should be directed to:

Lashaun Williams, Buyer
Email: lashaun.williams@cincinnati-oh.gov

Issue Date: July 28th, 2016

NOTE: The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code (CMC) and the information concerning the rules and regulations governing the City's Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Program. Offerors may register as a City vendor online at www.cincinnati-oh.gov/vss.

**REQUEST FOR PROPOSALS
FROM THE CITY OF CINCINNATI
MOBILE DATA SOLUTION FOR CINCINNATI POLICE DEPARTMENT**

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I. REQUEST

INTRODUCTION

The City of Cincinnati, Ohio, (hereinafter referred to as "City") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provisions of the Cincinnati Municipal Code, Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The Offeror shall provide an Emergency Communications Dispatch Console furniture solution to meet the technology needs of the Cincinnati Police Department. In addition, the Offerors should provide support and warranty services on the solution offered. The Offerors should also provide training on the solution if needed.

GENERAL BACKGROUND AND INFORMATION

The Cincinnati Police Department (hereinafter referred to as "Cincinnati Police" or "CPD") is the primary law enforcement agency for the City of Cincinnati and provides a full range of police services to 52 diverse neighborhoods. The Department currently maintains approximately 1,100 sworn officers and 247 civilian employees. Led by the Police Chief, law enforcement operations are divided among four Bureaus: Administration, Patrol, Investigations and Support.

The CPD, Emergency Communications Section (ECS) is categorized under the Administration Bureau and takes pride in handling almost one million calls a year. The ECS staff includes 911 Operators, Teletype personnel, Police Dispatchers, Fire Dispatchers as well as Civilian Supervisors and Police Sergeants. The ECS handles both emergency and non-emergency calls, in addition to all the radio traffic for the Cincinnati Fire Department and the Cincinnati Police Department.

The CPD is seeking to replace the existing Emergency Communications Dispatch Console furniture solution as well as support the massive technology advancements that are taking place in the field of public safety, telecommunications in particular. Future expansion will include additional workstations and the capacity to expand as technology in the field evolves.

Upon receipt of the proposals, the City will review the proposals in order to determine no more than three short-listed firms to participate in a materials evaluation. The purpose of the material evaluation is to test the functionality of the proposed furniture solution.

SCOPE OF SERVICES/SPECIFICATIONS

The current Emergency Communications Dispatch Console furniture solution is twelve years old and has been subjected to extensive 24/7 use. The CPD is looking for replacements for that technology that will provide 24/7 durability, height adjustability, monitor display solutions, power and data integration, and equipment storage and cable management. The solution should allow for future growth in technology for the telecommunicator and CPD as a Department.

Public Safety Answering Points (PSAP's) Emergency Communication Centers pose unique challenges and demands. Unlike an office environment, Emergency Communications Personnel are required to manage multiple LCD/CRT monitors, plus additional ancillary electronics and other resources. Additionally, emergency communications consoles are utilized 24 hours per day/7 days per week by many different employees, with many different physical sizes and needs. Because of this, emergency communications consoles can be expected to receive at least five times the use of typical office furniture each year. With this in mind, only console furniture specifically designed and engineered for Emergency Communication Centers will be accepted.

The console design and room layout must positively address employee comfort, efficiency,

ergonomics, aesthetics, flexibility, durability, maintainability as well as future expansion. Consoles should meet American National Standards Institute (ANSI) BSR/HFES 100, "Human Factors Engineering of Computer Workstations", as well as any applicable Americans with Disabilities Act (ADA) guidelines and requirements.

The system must utilize existing cabling design / floor configuration for connectivity to the information technology server room and hardware configuration.

The chosen vendor will provide a workstation furniture solution to meet the technology needs of the Cincinnati Police Department Emergency Communications Section with installation completed five (5) days after delivery. The Offerors responsibilities include but are not limited to the design, furnish, installation, maintenance, support, training and warranty for the proposed equipment

Some Minimum requirements are:

1. CONSOLE SYSTEM GENERAL OVERVIEW

- 1.1 The following specification document details the minimum requirements of the console furniture required in the City of Cincinnati 911 Communications Center.
- 1.2 Specifications are for forty (40) positions in the communication center, dimensions of the center are provided in the specification.
- 1.3 These are minimum specifications. Any exceptions or clarifications must be noted and shall be labeled "Exceptions/Clarifications".
- 1.4 Bidder shall supply a list of all end users with installations of comparable size in the last twelve (12) months.
- 1.5 Final bid price shall include live cutover installation to be completed within five (5) days of delivery. Installation may be required to coincide with the Emergency Communications Section personnel engaged in normal operations.

2. CONSOLE SYSTEM DESCRIPTION

- 2.1 Conventional panel based construction is not acceptable.
- 2.2 Each console must be fully welded steel construction. No particle board or wood substrate may be used in console construction.
- 2.3 Finish must be heavy duty powder coated with a uniform application over all steel and aluminum surfaces. Preferred colors are black paint and a graphite laminate.

Color will be determined prior to order.

- 2.4 All console connections must be of steel to steel bolt together construction for optimal structural integrity.
- 2.5 CPU storage/compartments must be integrated in the design of the console system and not attach in any way to the base structure. CPU storage must have access from both the front and back of console.
- 2.6 The console furniture must be of true modular design with each module being able to be considered a stand-alone unit.
- 2.7 Consoles must be of modular design, to allow future growth and expansions with minimal disruption.

3. CONSOLE BASE FRAME

- 3.1 The console base frame must be constructed with 14 and 16 gauge cold rolled steel with built in unistrut type mounting system. Units with particleboard or other wood base structures are not acceptable.
- 3.2 The console base frame must be freestanding and not reliant on any panels or partitions for stability.
- 3.3 All console base frames must have 4 heavy duty leveling glides that allow the entire unit to be adjusted as one.
- 3.4 Seismic anchoring provisions must be welded to the frame.
- 3.5 Base frame must have grounding stud welded into the steel base frame.
- 3.6 Lower console frame must have integrated cable management. All cable management systems must be modular in design and not interfere with CPU location and access.

4. CONSOLE SLATWALL FRAME SYSTEM

- 4.1 The slatwall frame and work surface support must be constructed with 14 and 16 gauge cold rolled steel.
- 4.2 Console slatwall system must have integrated cable management system with a flipper type front access door and removable rear access panel.
- 4.3 Slat wall must have a continuous wire access door that rest in the open or closed position.
- 4.4 Cables must be able to pass through the slatwall into the base frame without drilling grommet holes in the work surface.
- 4.5 Slatwall system must be integrated with work surface to allow for movement as one complete unit when work surface is raised or lowered.
- 4.6 Slatwall frame must be 12" high and have the ability to stack additional stages.
- 4.7 Monitors must be mounted on fully articulating LCD arms attached to an integrated slat wall system that allows customer to move, relocate, and add monitors when needed.
- 4.8 Slatwall system must interface with the following filling and storage accessories:
 - Phone holder
 - Accessory tray
 - Paper tray
 - Binder bin
 - CD holder
 - Drink holder
 - Pen holder
- 4.9 Integrated rack mount module must attach to the Slatwall and all cables are concealed inside Slatwall frame.
- 4.10 Slatwall must have accommodations for customer defined power data ports at work surface level.
- 4.11 Air diffuser vents for personal environment system must be integrated into slatwall and not attach to the work surface in any way.

5. WORK SURFACE

- 5.1 The work surface must be a one piece seamless in design to eliminate gaps. The design must have smooth curved design and user dedicated contoured primary position.
- 5.2 Work surface must be one continuous piece for each console station. No seems or breaks may be evident.
- 5.3 The work surface must have a molded rigid high density urethane comfort front edge. The work surface must not have any type of T-molding front edge. All other edges must be protected with 3mm edge banding.
- 5.4 Cantilevered work surfaces shall not be acceptable for durability and safety purposes. Each work surface shall transmit all loads applied directly to the floor.
- 5.5 Work surfaces must be constructed of 1 1/8" thick ASTM A 208.1 1-M-3 grade particleboard pressure bonded with a horizontal grade HPL and a high pressure laminate backer.
- 5.6 The work surface must be supported by a 1/4" steel plate and 1x2" steel tubing which is attached directly to lifting columns to prevent deflection.
- 5.7 Monitors must be mounted to monitor arms mounted to an integrated Slatwall system to allow for completely unencumbered writing space. Monitors must not be directly positioned on work surface and separate keyboard attachments are not acceptable.
- 5.8 Work surface flammability to meet, Class 1/A under ASTM E-84.

6. PANEL AND DOORS

- 6.1 All front and rear access panels must be fabricated from a minimum of 20 gauge cold rolled steel and finished with a heavy duty powder coat finish for maximum durability and heat distribution. Composite core with high pressure laminate is not acceptable.
- 6.2 All front and rear hinged doors must be fabricated from 20 gauge cold rolled steel and finished with a heavy duty powder coat finish for maximum durability and

heat distribution. Composite core with high pressure laminate is not acceptable.

- 6.3 All end panels must be fabricated from 18 gauge cold rolled steel and finished with a heavy duty powder coat finish for maximum durability and heat distribution. Composite core with high pressure laminate is not acceptable.
- 6.4 All front and rear access panels must be a lift off design. Panels must have locking option. No tools are required for removal of any panels.
- 6.5 Access doors must have soft close, quick release hinges. Access doors must have locking option. No tools are required for removal of any panels.

7. SIT-STAND

- 7.1 Full Sit-Stand feature must be accomplished by two heavy duty lifting columns mounted to a steel base frame and a steel framed work surface mount. Lifting columns must be controlled by a desk top control unit with a digital height read out and a three (3) user, three (3) position memory.
- 7.2 The lifting mechanism must be concealed inside the base frame console and must not make contact with the floor.
- 7.3 Sit-Stand unit must lower to a minimum of 28" and rise to a minimum height of 48".
- 7.4 The lifting columns must have a minimum combined lifting force of 750 lbs and support static loads of up to 1000 lbs.
- 7.5 Sit-Stand unit must be equipped with a redundant circuit design safety switch with crush protection above the CPU compartments and along the front edge of the work surface for user protection. Upon detection of an interfering object the system must halt and retreat ~ 1".
- 7.6 Sit-Stand unit must be equipped with access panel sensors that will not allow system to actuate until all access panels are securely fastened.
- 7.7 Sit-Stand unit must have horizontal and vertical cable management that is enclosed to prevent accidental contact or disconnection.

8. MONITOR MOUNTS

- 8.1 All monitor mounts must have fully articulating movement and be adjustable for varying monitor weights and dimensions no less than 23" widescreen and at least 25lbs per monitor.
- 8.2 All monitor mounts must be mounted to an integrated slat wall frame that moves with the primary slat wall console. A separate monitor lifting mechanism is not acceptable.
- Thermo-fused finish in gloss, platinum or black
 - Single motion 5 axis position adjustment
 - High pressure die-cast aluminum construction
 - Must have the ability to have one to eight monitors on a single column.
 - Must have the ability to stack monitors in no less than a two by four configuration.
 - Height Adjustment - 14" (356mm) (+7" to -7")
 - Arm extension - 22" (556mm)
 - Arm rotation - 359 degrees
 - Extension arm rotation - 359 degrees
 - Bracket Arm rotation (with monitor) - 230 degrees
 - Monitor swivel - 359 degrees
 - Monitor tilt - 180 degrees
 - Folded depth - 4" (102mm)
 - Pneumatic counterbalance - Adjustable for 7 lb. to 22 lb. (3kg - 10kg)

9. LARGE SCREEN DISPLAYS

- 9.1 Large screen, i.e. Plasma and Large LCD displays must be mounted and integrated to the base console or slat wall frame.
- 9.2 All cables must be concealed in the mount.
- 9.3 Mount must have height and tilt control.

10. ERGONOMICS AND SAFETY

- 10.1 Consoles must be designed in accordance with the ergonomic standards of ANSI/BIFMA.
- 10.2 All panels must have steel radiuses on corners for comfort and safety.
- 10.3 All sit-stand movements must have design safety features to prevent any pinch points.
- 10.4 sit-stand unit must be equipped with a redundant circuit design safety switch that protects against any crush points and detects if any access panels are removed.

11. ACCESSORIES

- 11.1 Pedestals must have the option to be integrated into the console base frame or free standing mobile units.
- 11.2 Pedestal options must be fabricated from 14 and 16 gauge cold rolled steel and are finished with a heavy duty powder coat finish that matches the primary console. Pedestals constructed from laminate or other wood substances are not acceptable.
- 11.3 A ventilation unit shall provide personal control over user environments, including circulated air, leg and foot warming, background noise, and lighting adjustment. Leg and foot warming shall be provided by forced air and shall have a variable heat output from 0 – 700 watts. Radiant or Freestanding heat panels shall not be acceptable.
- 11.4 Modular storage compartments must be built into the base frame system.
- 11.5 Integrated base frame compartment system must include the following options and must be able to be added, modified, or removed without changing base frame:
 - CPU Flat shelves.
 - CPU slide out shelves.
 - Rack mount module.

- Adjustable shelves.
- Exhaust Fans.

12. QUALITY CONTROL AND MANUFACTURING EXPERIENCE

- 12.1 All workstations must be designed, built, installed, and serviced by the vendor.
- 12.2 The manufacturer must fully stage all products prior to shipping to ensure quality of fit and finish. Once staged client has the option to request a factory visit to sign off on workstations prior to workstation shipment.
- 12.3 Manufacturer's facility should be in the U.S.A and available at the request of the customer for reviewing of product and facility inspection prior to award of contract.
- 12.4 Consoles must ship via a professional furniture transportation carrier on air ride trailers.

13. DOCUMENT SUPPORT

- 13.1 Manufacturer must provide detailed CAD made drawing and color renderings. Drawings must have equipment schematic to verify location and fit for all technical components.
- 13.2 Each console in the layout will have a supporting drawing to specify the need for that Work station. Drawing must have equipment schematic to verify location and fit for all technical components.

QUALIFICATIONS

- A. The Offeror must provide resumes and bios of all its principals outlining related experience in the development, creation, implementation or oversight of the product/service it is proposing to provide to the City of Cincinnati.
- B. The Offeror must identify the project manager it proposes to assign to the City's contract. Please provide the project manager's resume and bio.
- C. The Offeror must provide a record of past performance on three (3) projects of similar scope, size, and budget as the City's project, including adherence to schedules, deadlines and budgets. Include three references with contact information (e.g., name, title, company, phone, address, and email) of the key individuals worked with on the three (3) projects related to this section.

TIMETABLE

Milestones for the Process are:

Date

1. Release of RFP 07/28/16
2. Date of deadline for written questions 8/8/2016 at 3:00 PM ET
3. **OFFERORS SUBMIT PROPOSALS** **08/29/2016 at 3:00 PM ET**
4. **Short-listed Offerors selected to participate in material evaluations** **9/5/2016**
5. **Material evaluations are concluded** **9/16/2016**
6. City initiates negotiations with preferred Offeror (approx.) 9/29/2016

QUESTIONS CONCERNING THE RFP

All questions or requests for clarification must be submitted in writing via email no later than August 8, 2016 at 3:00 PM ET to Lashaun Williams at: lashaun.williams@cincinnati-oh.gov. Please reference "**RFP476CPDFURNITURE, Workstation Furniture Solution for Cincinnati Police**" in the subject field of the message. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing via Addendum.

Offerors are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

The City may hold a non-mandatory pre-submission meeting. If such a meeting is held, the date, time, and location of the meeting will be communicated via an addendum.

RFP SUBMISSIONS (Public Records Requirements)

The Offeror shall develop a written response to this RFP structured to comply with Section II of this RFP.

While each proposal will be considered objectively, the city assumes no obligation to accept to take action on any proposal. The City assumes no liability for any costs incurred in preparing or submitting any proposals.

One original, six copies, and one electronic copy of the proposal via CD/USB Flash Drive/etc. of the proposal must be submitted to:

Patrick A. Duhaney, Chief Procurement Officer
City of Cincinnati, Division of Purchasing
805 Central Avenue, Suite 234
Cincinnati, OH 45202

All proposals must be submitted in a sealed package. The following notation should be on the sealed package:

RFP476CPDFURNITURE, Workstation Furniture Solution for Cincinnati Police, Due August 29th, 2016 at 3:00 PM ET.

The **deadline** for responding to this RFP and for submitting all related materials is:

August 29th, 2016 at 3:00 PM ET
Late proposals will not be accepted.

Proposals can be withdrawn at any time, if requested *in writing*, until the deadline date, at which time proposals will be considered firm and become the property of the City and will not be returned. By responding to this RFP, Offerors waive any challenge to the City's decisions.

By submitting this proposal, the Offeror acknowledges that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement to the contrary, the City's handling of any confidentiality obligations are subject to the limitations of this paragraph. Offeror's proposal may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Offeror or any of its agents or affiliates in any records requested to be disclosed. If the Offeror has marked information in the Proposal as confidential as provided below, upon receipt of a public records request, the City will notify Offeror of its intent to release records to the requestor. Contractor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor, providing redacted copies of the documents, or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Offeror or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Offeror and its agents and affiliates may pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

If the Offeror believes that some information contained in the Proposal is exempt from disclosure, the Offeror is instructed to label such information as confidential, specify the pertinent section of the public records law which justifies nondisclosure, segregate from the Proposal the specific information to be exempt from disclosure, and request in writing that the City keep such information confidential and free from disclosure. Marking all or substantially all of a Proposal as confidential may result in the Proposal being considered non-responsive by the City.

The Offeror recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Offerors submitting proposals in response to and consistent with this RFP shall submit the required or miscellaneous forms in accordance with Section IV of the RFP.

SELECTION PROCESS AND AWARD CRITERIA

Selection of a preferred Offeror and subsequent award of contract will comply with City

Administrative Regulation No. 23 and the Cincinnati Municipal Code. The City will award a contract to the successful Offeror considering the total requirements for this procurement and in accordance with CMC Chapter 321.

The City's Project Committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The committee will then select the proposal that is "Most Advantageous" to the City taking into consideration price and evaluation factors set forth below:

1. Project Approach and Implementation Plan 10%

Offerors will be evaluated on the effectiveness of the Offeror's organizational project management structure and their facility capabilities to be used in executing and managing the project. This will include the overall approach for coordinating and managing all work activities to meet the implementation schedule.

2. Experience of Firm 10%

Evaluation will include relevant experience and qualifications, key personnel, record of past performance (including references), quality of recently completed projects, including adherence to schedules, deadlines and budgets, responsiveness to clients when issues arise, and experience with similar projects as well as location of the vendor's factory in the United States.

3. Technical Proposal 10%

Offerors will be evaluated on their compliance of the technical specifications detailed in the Scope of Services/Specifications and the completeness and quality of the documentation of the technical proposal for the proposed system.

4. Price Proposal 30%

The Proposal must include a complete budget showing personnel, non-personnel, and all other costs including on-going maintenance costs and future upgrades.

The Proposal must include warranty coverage during which faulty equipment will be repaired/replaced at "No Cost" to CPD within an appropriate length of time (generally no longer than 7 days) and shall be coordinated with CPD. Any shipping to and from the warranty/repair facility or Offeror shall be covered by the Offeror at no cost to the City.

5. Material Evaluation 35%

Selected vendors must provide, at no expense to the City of Cincinnati, samples of building materials, color choices and fabric swatches. The scope and scale of this testing will be to familiarize Emergency Communications Section personnel with the submitted workstation solution, to include:

- Possible monitor arrangements
- Slatwall accessory choices
- External storage
- Information technology (IT) system evaluation
- Console drawings that detail the cable connections and layout

The Cincinnati Police Department, Emergency Communications Section will review workstation solutions at the conclusion of the evaluation. The final selection of a workstation solution will be determined through:

Quantitative survey scores of operations personnel that participated in the evaluation

Qualitative evaluation of the submitted workstation solutions

6. City of Cincinnati-certified SBE, WBE, or MBE Participation **5%**

It is preferred that the Offeror is a City of Cincinnati-certified SBE, WBE, and/or MBE or is partnered/subcontracting with a City-certified SBE(s), WBE(s), and/or MBE(s).

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make a demonstration or oral presentation or conduct a field examination or testing of their products.

The City is not responsible for any loss of or damage to equipment or software that occurs during or as the result of any field evaluation or testing process performed as a part of the evaluation of responses to this RFP.

COMPETITION INTENDED

Competition shall be generated to the maximum extent practicable, including opportunities for SBEs, WBEs, and/or MBEs through the Small Business Enterprise (SBE) Program (CMC Chapter 323) and Minority and Women Business Enterprise Programs (CMC 324) respectively.

Information regarding the City's SBE and M/WBE programs and a directory of certified firms can be found at the following website: <http://www.cincinnati-oh.gov/inclusion/>

PROCESS FOR ENTERING INTO AGREEMENT

The Offeror(s) whose proposal is found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal that is submitted by the Offeror(s) whose proposal is found to be the "Most Advantageous" to the City.

The Offeror should be prepared to begin contract negotiations upon notification of the Award. If the Offeror is not able to begin contract negotiations, the City may disqualify that Offeror.

The City reserves the right to negotiate the Agreement to include any portion or portions of the services covered by this RFP. The City reserves the right to reject any and all proposals in total or by components.

ADDITIONAL INFORMATION

The City reserves the right to check all references furnished and consider responses received in determining the award.

The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

The City publishes information on the City of Cincinnati Internet web site at www.cincinnati-oh.gov, which includes the Cincinnati Municipal Code and the information concerning the rules and registration information about the Small Business Enterprise Program.

CONTRACTOR REGISTRATION

The Contractor awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.

CHANGES AND ADDENDA TO RFP DOCUMENTS

Each change or addenda issued in relation to this document will be on file in the Purchasing Division. In addition, to the extent possible, copies will be distributed to each person registered as having received a set of RFP documents.

It shall be the Offeror's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound

by such changes or addenda.

Information on all changes or addenda will be available from the Division of Purchasing no less than five (5) working days prior to scheduled proposal opening date.

Total bid inquiry or specific item cancellations may be issued later than the time specified above.

Equal Employment Opportunity Program: A summary of the City's Equal Employment Opportunity Program is included in the RFP Section III. Equal Employment Opportunity (EEO) Form (DEI147) is provided only for information purposes in the RFP Section IV. It does not have to be signed or returned with Proposals. The successful Offeror will be required to complete the DEI 147 at contract execution.

Non-Discrimination Policy: A summary of the City's Non-Discrimination Policy is included in the RFP Section IV.

OFFEROR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, by signing this proposal and as a condition of contract award, the Offeror covenants, represents and warrants that:

- The Offeror will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- The Offeror will use good faith efforts to promote opportunities for SBEs and M/WBEs to participate in and compete for opportunities to the extent of their availability and capacity;
- If awarded the contract, the Offeror will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- The Offeror will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

S/M/WBE SUBCONTRACTING

There is no specific S/M/WBE subcontracting goal for this project. However, the City desires that opportunities for City-certified SBEs, WBEs, and/or MBEs be generated to the maximum extent practicable. As such, S/M/WBE subcontracting will be one of the factors the City considers for award.

Only Offerors who submit Proposals that include subcontractor(s) must complete and return with their Proposal the Subcontractor Utilization Plan (Form 2003), signed by a person authorized to bind the Offeror. This form is included in the RFP Section IV.

VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any Bidder on the list. It is each Offeror's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

II. PROPOSALS

CONTENT AND FORM OF PROPOSALS

The proposal must be signed by a person who has legal authority to contractually bind the Offeror.

The Proposal shall include, but is not limited to, the following and must be presented in the following order:

1. Transmittal Letter on Company Letterhead Signed by Representative with Authority to Bind Offeror
2. Introduction and Executive Summary
3. Firm's Qualifications and Key Personnel
4. Project Approach and Implementation Plan
5. Technical Proposal
6. Price Proposal
7. City of Cincinnati-certified SBE, WBE, MBE Participation

EXCEPTIONS

The proposal shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFP or a statement indicating any exceptions thereto subject to negotiations.

III. CONTRACT TERMS AND CONDITIONS

The Offeror's response to this Request for Proposal (RFP) may be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Offeror. In this Section, "Offeror" is referred to as "Contractor."

Unless otherwise stated by the Offeror in the response to this RFP, the Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

TERM

The initial term of the resulting contract shall be for 3-5 years with one additional 12-month optional renewal period. As part of the proposal submission, the offeror shall provide pricing options for a short term (Three years plus one additional year) contract and for a long term (Five years plus One additional year) contract.

SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Cincinnati. The City assumes no obligation to pay, and will not pay, a contractor for any work and/or services performed by a subcontractor on the contract prior to the City Manager's approval of that subcontractor. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

In the event the Contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The Professional Service Subcontractor Approval Policy and Procedures and the Approval Request Form is available at <http://www.cincinnati-oh.gov/purchasing/> or may be furnished in other form upon request.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City that may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

The City shall not unreasonably withhold approval of a subcontractor.

ASSIGNMENT OF CONTRACT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Cincinnati.

COMPLIANCE WITH LAWS AND POLICIES

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter 325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the Contractor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the proposal due to the Contractor being non responsive.

SMALL BUSINESS ENTERPRISE AND MINORITY AND WOMEN ENTERPRISE

This contract is subject to and Contractor shall comply with the provisions of the Small Business Enterprise (SBEs) Program contained in Chapter 323 and the Minority and Women Business Enterprise (M/WBE) Programs contained in Chapter 324 of the Cincinnati Municipal Code. Section 323-99 and 324-99 of the Cincinnati Municipal Code are hereby incorporated by reference into this contract.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of SBEs and M/WBEs. This includes the use of practices such as assuring the inclusion of qualified SBEs and M/WBEs, in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The SBEs and M/WBEs must be certified under the appropriate City commodity code by the time of the bid closing.

Information regarding the City's SBE and M/WBE programs and a directory of certified firms can be found at the following website: <http://www.cincinnati-oh.gov/inclusion/>.

CONTRACTOR'S COVENANT OF NON-DISCRIMINATION

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;

- We will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

ONLINE REPORTING

- A. The Contractor shall provide to the City, prior to commencement of [construction of the improvements][the project][its duties], a report listing all of the contractors and subcontractors for the [construction of the improvements][the project][supplies][services] including information as to owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. The report must be updated monthly by the 15th. The Contractor shall enter all reports required in this subsection at the City's online reporting site -SubConTrak.com - or any successor site or system the City uses for this purpose. Upon execution of this Agreement, the [Owner][Contractor][Vendor] shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.
- B. The Contractor agree to take at least the following affirmative steps:
1. Including qualified MBEs and WBEs on solicitation lists.
 2. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE and WBE participation.
 3. When needs permit, establishing delivery schedules which will encourage participation by MBEs and WBEs.
- C. The Contractor must periodically document its best efforts and affirmative steps to meet the above MBE and WBE participation goals, by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City may review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the Contractor pursuant to Section 2921.12, Ohio Revised Code.

PROMPT PAY

This Agreement is subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

EVALUATION, REPORTS, INFORMATION AND AUDITS

The Contractor agrees to participate full in all evaluation activities initiated by the City. The Contractor, at such times and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement, and shall permit the City or any of its representatives or auditors access to such records.

HOLD HARMLESS

The Contractor shall protect, defend and hold harmless the City of Cincinnati, its agents,

employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, invitees, that result in injury to persons or damage to property.

INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such Workers Compensation coverage shall be furnished to the City of Cincinnati prior to commencement of services by the Contractor under this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Comprehensive General Liability Insurance (including personal injury) with a combined single limit for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Automobile Liability (including Non-Owned and Hired Auto Coverage) of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall have the City named as an additional insured on the Comprehensive General Liability and Automobile Liability Insurance policies, and the policies shall waive subrogation against the City.

The Contractor shall furnish to the City Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City.

CONFLICT OF INTEREST

- A. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate of such officer, employee or agent, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement, and the Contractor shall take appropriate steps to assure compliance with this provision.
- B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that no person having any conflicting interest shall be employed in the performance of this Agreement.
- C. The Contractor agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without the City's informed, prior, written consent.

CONFIDENTIALITY

The Contractor, its agents, and its employees, will keep and retain any and all information and

records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

PROPRIETARY MATERIALS

The City acknowledges that in the course of performing services, the Contractor may use products, materials, or propriety methodologies. The City agrees that it shall have or obtain no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Contractor acknowledges that in the course of performing services for the City, the materials and information produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

WARRANTY

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional practices. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the objective and purpose of the project as described in this RFP.

OWNERSHIP OF PROPERTY

The Contractor agrees that at the expiration or in the event of any termination of the Agreement that any memoranda, maps, drawings, working papers, reports, records, files either electronic or paper and other similar items produced in connection with this Agreement shall become the property of the City and the Contractor shall promptly deliver such items to the City.

TERMINATION

A. Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

In the event this Agreement is terminated for cause, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

B. Non-Performance/Periodic Payments. Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligations to date,

including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. In addition to having the right to terminate the Agreement, if the Contractor fails to satisfactorily meet any one of the Agreement obligations, the City may not approve periodic payments to the Contractor and/or may file liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the City's prior payments have been recouped as the City deems appropriate, but such recoupment shall not to exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

- C. **Termination for Convenience of City.** The City may terminate this Agreement by giving thirty (30) days notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided, the Contractor will be compensated per ODOT CMS 108.09.
- D. **Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

INDEPENDENT CONTRACTOR

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, nor shall any such person be entitled to any benefits available or granted to employees of the City.

CERTIFICATION AS TO NON-DEBARMENT

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if it or its principals is/are presently debarred then it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a

waiver of such provision or of any other provision.

LAW TO GOVERN

The Agreement is entered into and is to be performed in the State of Ohio, City of Cincinnati, and Contractor agrees that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

FORUM SELECTION

Jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts. The Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Contractor to the City in connection therewith.

AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SEVERABILITY

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

IV. FORMS

MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSALS

REQUIRED AND MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL

- ATTACHMENT 1 – Offeror Corporate and Contact Information
 - Required with Proposal Submission
- ATTACHMENT 2 – Not Used
- ATTACHMENT 3 – Affidavit of Accuracy and Signature Page
 - Required with Proposal Submission
- ATTACHMENT 4 – Subcontractor SBE/M/WBE Utilization Plan
 - Required only if the Offeror is subcontracting any portion of the work
- ATTACHMENT 5 – Equal Employment Opportunity (EEO) Form (DEI147)
 - Informational Use Only. The successful Offeror may be required to complete this form at contract execution.

ATTACHMENT 1 TO RFP

OFFEROR CORPORATE AND CONTACT INFORMATION

The Offeror shall use this document **ONLY** and not substitute another format.

Submittals for this RFP are accepted from single legal entities (e.g., corporation, partnership, sole proprietorship, limited liability company, limited liability partnership). The Offeror's legal entity type, as identified in Attachment 1, **must be in effect at the time of submittal** (as documented in the Affidavit of Accuracy & Signature Page and accompanying documentation of signatory authorization) **and shall be evident if awarded a contract from this competition.**

Instructions: Provide the following information about the Offeror to this RFP.

Date: _____
(month, day and year)

LEGAL NAME OF
OFFEROR _____

Offeror's City of Cincinnati SBE/MBE/WBE Certification Status (mark all applicable categories with an X):

() City of Cincinnati SBE () City of Cincinnati MBE () City of Cincinnati WBE

() City of Cincinnati ELBE () City of Cincinnati SLBE

Offeror's Corporate Office Business Address and Telephone Number

Offeror's Local Office Business Address and Telephone Number

Offeror's contact person who can respond authoritatively to any questions about this submittal:

Name: _____ Title: _____ Tel.: _____

Email: _____

Mailing Address: (if different than above) _____

Type of organization (mark with an X):

- () Corporation () Sole Proprietor () Limited Liability Company
- () Limited Liability Partnership () Other (Specify): _____

1. Organization

A. How many years has Offeror been in business performing the work as described in this RFP?

B. How many years has Offeror been in business under its present business name?

C. Under what other or former names has Offeror operated?

D. If Offeror is a corporation, please indicate:

Date of incorporation: _____

State of incorporation: _____

President's name: _____

Vice-President's name(s): _____

Secretary's name: _____

Treasurer's name: _____

E. If Offeror is a partnership, please indicate:

Date of organization: _____

Type of partnership (if applicable): _____

Name(s) of general partners: _____

F. If Offeror is a sole proprietorship, please indicate:

Date of organization: _____

Name of owner: _____

G. If Offeror is a limited liability company, please indicate:

Date of organization: _____

Name(s) of managing members: _____

H. If the form of Offeror is other than those listed above, describe it and name the principals:

I. Is the Offeror related to another entity as a parent, subsidiary or affiliate?

(Please indicate answer with an "X")

Yes () No ()

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

J. List the type of work the Offeror customarily performs with its own workforce.

K. List the type of work customarily subcontracted to others.

L. List of geographic area(s) in which the Offeror does business.

2. Judgments

- A. Has the Offeror or any officer, director or owner thereof had any judgments entered against it/him/her within the past ten (10) years for breach of contracts for governmental or non-governmental work?

Yes () No ()

- B. If yes, provide details on any such judgment.

3. Contract Compliance

- A. Has Offeror been found to be in substantial noncompliance with the terms and conditions of any prior contract(s) with the City of Cincinnati?

Yes () No ()

- B. If yes, provide details on any such instance.

- C. Only answer the following question if Offeror has not contracted with the City in the past five (5) years.

Has Offeror been found to be in substantial noncompliance with the terms and conditions of prior contracts with another public body?

Yes () No ()

- D. If yes, provide details on any such instance.

4. Convictions

- A. Has the Offeror or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes () No ()

- B. If yes, provide details on any such conviction.

5. Debarment

- A. Is the Offeror or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government?

Yes () No ()

- B. If yes, provide details.

6. Contract Execution History

- A. Has the Offeror ever failed to enter into a contract in the past ten (10) years when the Offeror was the selected applicant?

Yes () No ()

- B. If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.

ATTACHMENT 3 TO RFP

AFFIDAVIT OF ACCURACY & SIGNATURE PAGE

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror to gain an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this REQUEST FOR PROPOSALS ("RFP").

The undersigned further swears or affirms, to the best of his or her knowledge and belief, that the information contained in the submittal to this RFP ("Submittal"), all attachments, exhibits and forms, is true and complete, and that the Offeror has not omitted any fact necessary to make the information contained in the submittal to this RFP not misleading.

The Offeror's submittal shall constitute a representation on its part that the Offeror (a) has reviewed and thoroughly understands the scope of work, terms and conditions set forth in this RFP and draft agreement; (b) has made due inquiry to the City as to the existence of any addenda issued in connection with this RFP; (c) is satisfied that it has received any and all such addenda and has taken the contents thereof into consideration when preparing and submitting the Submittal; (d) understands all addenda will be issued via the City website and (d) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in this Submittal based upon its failure, in fact, to have received any one or more addenda. The Offeror's failure to receive any addenda shall in no event relieve the Offeror from any responsibility for incorporating the provisions of the addenda into its Submittal. Addenda, upon issuance by City, shall be deemed to have become a part of this RFP to the same extent as if set forth fully therein.

Full, Legal Name of Offeror

Name of Authorized Representative¹

Title of Authorized Representative¹

Signature of Authorized Representative¹

Date

State of: _____

County of: _____

Sworn to and subscribed in my presence this _____ day of _____, 2013 by

_____.

My commission expires: _____
Notary Public

¹Offeror **must** attach documentation of signatory authorization appropriate to the Offeror's legal entity type, as identified in Attachment 1. Such documentation includes: corporate resolution (for corporations); operating agreement indicating authorized signatory(ies) (for LLCs); partnership agreement setting out who can act for the partnership (for partnerships).



ATTACHMENT 4 TO RFP
CITY OF CINCINNATI
SUBCONTRACTOR SBE/M/WBE UTILIZATION PLAN
 Solicitation Reference No. _____

Form 2003

(SUBMIT WITH
 BID/PROPOSAL)

THIS DOCUMENT MUST BE ACCURATELY COMPLETED, SIGNED AND SUBMITTED WITH THE BID OR PROPOSAL

PROCUREMENT DESCRIPTION:		DATE SUBMITTED:	TOTAL CONTRACT VALUE \$:
COMPANY NAME:	FEDERAL TAX ID#	ADDRESS/TELEPHONE:	

THE ABOVE NAMED COMPANY PROPOSES TO USE THE SERVICES OF THE FOLLOWING LISTED FIRM (S) DEMONSTRATING SUFFICIENCY TO MEET OR EXCEED THE MANDATORY SUBCONTRACTING PARTICIPATION LEVEL. THE BIDDER MUST LIST ALL SUBCONTRACTORS, REGARDLESS OF AMOUNT OR SERVICE. FAILURE TO COMPLETE THIS FORM WITH ALL THE PERTINENT-REQUESTED INFORMATION (AS INDICATED IN EACH COLUMN) MAY CAUSE A BID TO BE DETERMINED AS NON-RESPONSIVE FOR SBE/M/WBE REVIEW PURPOSES.

Name/Address/Telephone	Federal Tax ID#	Describe Exact Type Of Work /Supplier	Subcontract Dollars	Subcontract Percentage	MBE or WBE	FOR OFFICE USE ONLY (SBE CALCULATION)

I certify that the above information is true to the best of my knowledge. The company acknowledges and agrees that if awarded the contract the information provided on this Form 2003 shall be incorporated into the terms and conditions of the final contract between the City and the Company. I acknowledge and agree that any changes to the above information must be submitted in writing on the Substitution Form 2006 and approved in advance by the City.

Signature	Title	DATE
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ATTACHMENT 5
FORM DEI 147

CITY OF CINCINNATI
EQUAL EMPLOYMENT OPPORTUNITY
PROGRAM

Adopted by Ordinance Nos. 331-1999 and 235-2013.

This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.

Ordinances of the City of Cincinnati and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices relating to designated contracts with the City including contracts for construction, labor, services, materials, supplies, equipment, leases, loan and concession agreements.

Completion of this Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity (EEO) Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractor rests with the contractor or subcontractors. Such demonstration is a prerequisite for continued eligibility for bidding on City of Cincinnati contracts. Your company's failure to demonstrate sincere efforts to comply with the City's EEO Program may result in the following action(s) being taken against your company.

- 1) Refusal of all future bids or proposals for any contract with the city or its boards or commissions until such time as the contractor demonstrates that there has been established and there shall be carried out all of the provisions of the program..
- 2) Cancellation of the contract. In a case in which there is substantial or a material violation of the compliance procedures herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of contractors, subcontractors, or other organizations, individuals or groups who prevent or seek to prevent, directly or indirectly, compliance with the policy as herein provided.

PROCEDURE

You must complete Form DEI 147 prior to award of a bid/contract. You cannot receive an award without having Form DEI 147 approved by the City's Department of Economic Inclusion.

Please complete and return pages one (1), three (3), four (4) and six (6) to:

Department of Economic Inclusion
805 Central Avenue, Suite 610
Two Centennial Plaza
Cincinnati, Ohio 45202

For further information call: (513) 352-3144

FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION ON FORM DEI 147 WITHIN TEN (10) DAYS OF NOTIFICATION FROM THE DEPARTMENT OF ECONOMIC INCLUSION SHALL BE GROUNDS FOR REJECTION OF YOUR BID/CONTRACT AS BEING **NON-RESPONSIVE**.

Company Name: _____

Date: _____

Revised 12/1/2015

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. As used here, the phrase "shall not discriminate" applies without limitation to the following: (1) recruitment, whether by advertising or other means; (2) compensation, whether in the form of rates of pay, or other forms of compensation; (3) selection for training, including apprenticeship; and (4) promotion, upgrading, demotion, downgrading, transfer, laying off, and termination. The contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.*
- 2. The contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity, or national origin.*
- 3. The contractor shall furnish all information and reports required by the Department of Economic Inclusion pursuant to Cincinnati Municipal Code Chapter 325, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the Department of Economic Inclusion for the purpose of investigation so as to ascertain compliance with the program.*
- 4. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract, sublease, or purchase order so that such provisions will be binding upon each subcontractor, sublessee, or vendor. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance, provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City may enter into such litigation as is necessary to protect the interest of the city and to effectuate the EEO program of the city; and in the case of contracts receiving Federal assistance, the contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.*
- 5. The contractor shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Department of Economic Inclusion. Compliance reports filed shall contain information as to employment practices, policies, programs, and statistics of the contractor.*

POLICIES AND PRACTICES

The bidder/contractor will indicate his/her willingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Cincinnati by encircling the applicable letters to the left of each item below. The letters are to be interpreted as follows:

A - This is now a practice of the Company/Organization.

B - The Company/Organization will adopt this policy.

C - The Company/Organization cannot or will not adopt this policy. (If "C" is circled state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's/Organization's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Department of Economic Inclusion. This evaluation will directly influence our decision on the qualifications of each bidder/contractor and is an integral part of your bid/contract.

ALL QUESTIONS MUST BE ANSWERED.

Circle One	Items	State Reason if (C) is Circled
A B C	1. The Company/Organization will adopt a policy of non-discrimination, on the basis of race, religion, color, sex, sexual orientation, gender identity, or national origin applicable to employees or applicants for employment in recruitment, compensation, training, upgrading, promotion, demotion, downgrading, transfer, laying off and termination.. An Affirmative Action Plan including goals and timetables will be developed to correct existing deficiencies in the aforementioned areas, if those deficiencies exist.	
A B C	2. The Company/Organization will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name: _____ Title: _____	
A B C	3. The Company/Organization will state its non-discrimination policy in writing and communicate it to the following: a. All employees b. All advertisement and recruitment sources c. All relevant employee organizations including labor unions d. All subcontractors	
A B C	4. If the Company/Organization should need to use recruitment sources such as employment agencies, unions, and schools, these sources will have a policy of referring applicants using the same standards of non-discrimination required by the City's EEO program and as defined in Item #1 above.	

**CITY OF CINCINNATI
DEPARTMENT OF ECONOMIC INCLUSION
BIDDER/CONTRACTOR INFORMATION**

Name of Company/Organization () **Telephone Number**

Address (Include Room/Suite Number, City, State and Zip Code)

Federal Tax I.D. Number or Social Security Number

Name of Company/Organization Contact Person

CHECK APPROPRIATE BOX BELOW

- | | |
|--|---|
| <input type="checkbox"/> Prime Contractor-Construction | <input type="checkbox"/> Subcontractor-Construction |
| <input type="checkbox"/> Prime Contractor-Professional Services | <input type="checkbox"/> Subcontractor-Professional Services |
| <input type="checkbox"/> Prime Contractor-Supplies/Services) | <input type="checkbox"/> Subcontractor-Supplies/Services |
| <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Non-Profit Organization |
| | <input type="checkbox"/> Other (Please List) |
| | <input type="checkbox"/> _____ |

SEX AND RACE OF MAJORITY BUSINESS OWNER

(MAJORITY OWNER HAS THE MOST PERCENTAGE OWNERSHIP OF COMPANY AND CONTROL)

CHECK APPROPRIATE BOX BELOW

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Native Amer./Alaskan | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

SEX AND RACE OF BOARD OF DIRECTORS – Non-Profit Organization

*****PUT THE NUMBER OF EACH IN THE APROPRIATE BOX*****

- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Male | <input type="checkbox"/> White | <input type="checkbox"/> Native Amer./Alaskan | <input type="checkbox"/> Hispanic |
| <input type="checkbox"/> Female | <input type="checkbox"/> African American | <input type="checkbox"/> Asian/Pacific Islander | <input type="checkbox"/> Other _____ |

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**INSTRUCTIONS FOR COMPLETION OF
EMPLOYMENT DATA TABLE ON PAGE 6**

1. Enter total number of employees in column one (1) according to job categories as listed below.
2. Enter number of handicapped employees in company's total work force and enter in column two (2).
3. Break down columns three (3) through seven (7) into race/ethnic group of the males and enter totals in column eight (8).
4. Break down columns nine (9) through thirteen (13) into race/ethnic group of the females and enter totals in column fourteen (14).

NOTE: EMPLOYEES LISTED MUST BE FULL TIME PERMANENT EMPLOYEES ONLY. DO NOT INCLUDE SEASONAL, TEMPORARY, AGENCY, OR PART TIME EMPLOYEES. EMPLOYEE FIGURES MUST REFLECT THE COMPANY'S TOTAL WORKFORCE, NOT ONE DEPARTMENT OR DIVISION.

DESCRIPTION OF CATEGORIES

Officials, managers and supervisors – Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executive, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals – Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers and kindred workers.

Sales workers – Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

Office and clerical – Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) – Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training.

Includes: The building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, jobsetters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and kindred workers.

Operatives (Semi-Skilled) – Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) – Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, craftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service workers – Workers in both protective and nonprotective service occupations. Includes: attendants (hospital and other institution, professional and personal service), barbers, cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices – Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.

EMPLOYMENT DATA

Please note that these data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

	ALL EMPLOYEES		MALE						FEMALE					
	(1) TOTAL MALES & FEMALES	(2) HANDI- CAPPED	(3) WHITE	(4) AFRICAN AMER.	(5) ASIAN OR PACIFIC ISLANDER	(6) NATIVE AMER. ALASKAN NATIVE	(7) HISPANIC	(8) TOTAL MALES	(9) WHITE	(10) AFRICAN AMER.	(11) ASIAN OR PACIFIC ISLANDER	(12) NATIVE AMER.. ALASKAN NATIVE	(13) HISPANIC	(14) TOTAL FEMALES
<i>Officials, Managers and Supervisors</i>														
<i>Professionals</i>														
<i>Technicians</i>														
<i>Sales Workers</i>														
<i>Office and Clerical</i>														
<i>Craftspersons (Skilled)</i>														
<i>Operatives (Semi-skilled)</i>														
<i>Laborers (Unskilled)</i>														
<i>Service Workers</i>														
<i>Apprentices</i>														
TOTAL														
<i>Total employment from previous report (if any)</i>														
<i>Veterans</i>														